



**Department of Water Quality Control**

April 14, 2016

**BID NOTICE**

The City of Cookeville is accepting bids for lawn care services for the Department of Water Quality Control lift stations and storage tanks until 10:00 a.m., Thursday, April 28, 2016.

Sealed bid proposals are to be plainly marked on the outside of the envelope with the following information:

Bid Proposal

Lawn Care Services for Lift Stations

Date and time of bid opening

Bidder Name and Address

Specifications may be obtained from the City of Cookeville Department of Water Quality Control, 1860 South Jefferson Avenue, Cookeville, TN 38506. Call Carey Vaughn at 931-520-5239 with questions.

The City of Cookeville reserves the right to reject any or all bids.

A handwritten signature in blue ink, appearing to read "Ronnie Kelly", with a long horizontal stroke extending to the right.

Ronnie J. Kelly, Director  
City of Cookeville  
Department of Water Quality Control

The City of Cookeville is accepting bids for lawn care services for the Department of Water Quality Control lift stations and tank sites until 10:00 a.m. on April 28th, 2016. The City of Cookeville reserves the right to reject any and all bids.

### **Contractor Qualifications**

Contractors must have a minimum of three years' experience in lawn care services with a successful performance record with at least three commercial entities. Five professional references will be required.

### **Scope of Work**

Lawn care services shall include mowing, trimming (weedeating), and picking up and disposing of loose limbs and papers. Base bid does not include mulching, flower bed care, tree trimming, hedge or shrubbery care. Weed control at lift stations and tank sites in which rocks and/or concrete surround the stations including the fences at all sites marked as Weed Control Stations need to be sprayed with a herbicide such as Cornerstone Plus, active ingredient Glyphosate.

### **General Requirements and Specifications**

- The contractor shall be responsible for performing all work in a professional manner, providing and using quality, commercial grade equipment and tools.
- All work defined herein shall be accomplished during the period of May 9, 2016, through October 31, 2016.
- Stations must be mowed and trimmed once every two weeks during the contract period, except during extremely dry conditions or extremely wet conditions that could potentially result in turf damage. Extremely dry or wet conditions shall be determined by the Construction Superintendent or her designee.
- Mowing heights must be not less than 3" and not more than 5".
- Mowing is to be accomplished in all mowable areas and as close as possible to all objects such as curbs, trees, plants, flower beds, signage and any other fixed and permanent items. However, at no time shall a mower or trimmer twine come in contact with the trunk of a tree.
- Hand trimming (weedeating) around fixed objects and rough terrain is required at each site. Contractor shall utilize weed eaters and hand mowers as necessary to trim around wet/dry wells, electrical panels, valve boxes, signposts, drainage structures, trees, sidewalks, driveways, curbs, landscape borders, utility poles and other miscellaneous obstructions.
- Weed control shall be used at stations which do not require mowing. Weed control shall be used every other month for a total of 3 times during the contract. Weed control shall include all gravel/concrete areas around the lift stations designated as weed control stations along with the water tank sites marked. Weed control shall also be used around all fences at each of the lift stations and tank sites marked as Weed Control Sites.
- Picking-up, removing, blowing, and/or disposing of clippings and yard waste must be accomplished at each mowing visit.
- Upon inspection, if any area fails to receive approval of the Construction Superintendent or her designee, the contractor shall immediately dispatch workers to the areas identified by Water Quality Control for corrective cutting or trimming at no additional charge to the City of Cookeville.

- The contractor shall be responsible for any damage caused by his company's operations to plants, trees, shrubs, fences, vehicles and other property.
- All equipment to be used must be in good working condition and have all safety features required by the manufacturer and by law.
- All rotary type mowers shall be equipped with skirt guards which restrict foreign objects from being thrown from the cutting unit closures.
- Hours of work: The contractor may perform the work on any day of the week, except Sunday, between the hours of 7:00 a.m. and 5:00 p.m. Contractor will be notified in advance of special events planned. Contractor must avoid work in close proximity to citizens.
- Equipment: The contractor is responsible for providing, maintaining, and transporting all necessary equipment, and fuel for its use in connection with the lawn care services described herein. All lawn and grass mower blades must be kept sufficiently sharp to provide a clean and even cut. The contractor will provide all other tools and supplies necessary for performing the work required.
- Personnel: The contractor's personnel shall, at all times, present a neat appearance, and all work shall be performed and all complaints handled with due regard for the City's public image. Shirts, shorts/pants, and shoes must be worn at all times. The city and the contractor will each be promptly notified by the other of any complaints received from adjacent property owners or the citizens of Cookeville. The contractor shall utilize competent employees in performing the work specified in this agreement. The contractor must replace any incompetent, unfaithful, abusive or disorderly person conducting mowing services on City property as determined by the Construction Superintendent. The contractor must satisfy all State and Federal Wage Requirements and abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended. The contractor shall provide a statement that their company is an Equal Opportunity Employer.
- Insurance. The contractor agrees to furnish and maintain during the period of the agreement, at its own cost, policies of insurance as follows:
  - a. Covering the legal liability of the Contractor, and/or its subcontractor who may be engaged in the work, to pay claims for personal injuries to the contractor's employees and for death resulting there from under applicable Workman's Compensation Law.
  - b. Covering the legal liability of the contractor to pay claims or damages for personal injuries (including death) on account of accidents to persons other than employees of the contractor, and to pay claims for property damages arising from operations under this agreement.
  - c. Contractor shall provide the City with a certificate issued by the insurance carrier or broker, which evidences the coverage described herein to the satisfaction of the City.
  - d. Minimum amounts of insurance shall be as follows: Comprehensive General Liability Insurance for Bodily Injury (including death) and Property Damage naming the City of Cookeville as additional insured - \$500,000 each occurrence and \$1,000,000 Aggregate. Property Damage: Limit of Liability of \$100,000. Contractor shall submit with his bid, a signed statement or release of liability, releasing the City of Cookeville from any and all claims that might result from the contractor's activity with this lawn care service.
- Payment for Services: In return for approved work performed by the contractor, the City will pay the contractor the bid price in monthly installments. This amount will only vary monthly

by the addition or deletion of site visits. The contractor will submit monthly invoices and shall be paid according to the following: The monthly sum billed to the city will be paid within fifteen (15) days following the end of the month in which the contractor completed the lawn care services.

- **Drug Free Workplace Affidavit:** The contractor shall complete and return with bid the provided Drug Free Workplace Affidavit.

A pre-bid conference will be held on April 26, 2016 at 10 am at the Department of Water Quality Control located at 1860 South Jefferson Avenue. At the conference, all interested contractors will be able to look at photographs of various lift stations and tank sites to be maintained and ask any questions. For directions to the pre-bid conference, contact Carey Vaughn at 931-520-5239.

#### **NOTES:**

1. The City reserves the right to reject any and all bids.
2. Sealed bids are due at the City of Cookeville, Department of Water Quality Control, 1860 South Jefferson Avenue, by 10:00 a.m. on Thursday, April 28, 2016, for public opening. Faxed bids will not be accepted.
3. Bid forms must be filled out completely and sealed in an envelope with Bid Proposal, the contractor's name and address, job description and date and time of bid opening on the outside of the envelope.
4. **The contractor's bid package must include the following:**
  - a. **Company's name and payment address**
  - b. **Company's contact person name and phone numbers**
  - c. **City of Cookeville business account number**
  - d. **Taxpayer ID number**
  - e. **Attach list of Company's lawn care equipment**
  - f. **Attach copies of all required insurance forms**
  - g. **Attach statement of release of liability**
  - h. **Attach list of previous commercial mowing contracts and references**
  - i. **Statement that the company is an Equal Opportunity Employer**
  - j. **Drug Free Workplace Affidavit**

#### Stations to Mow

1. TRW
2. Briargate
3. Belle Acres
4. TTU
5. Shepherd Hills
6. Little Creek
7. Cora Road
8. Cane Creek
9. Eagles Landing
10. West End
11. Bunker Hill
12. Neal Street
13. Booger Swamp
14. Watauga
15. Genco
16. Academy
17. Deberry Heights

#### Stations/Tanks Sites to Spray

1. Phifer Mountain
2. Dacco
3. Browns Mill Road
4. McCord
5. Veterans Drive
6. Hudgens Creek
7. Business Park
8. Pilot Knob 5 MG
9. Pilot Knob 10 MG
10. Shoneys
11. Buck Mountain



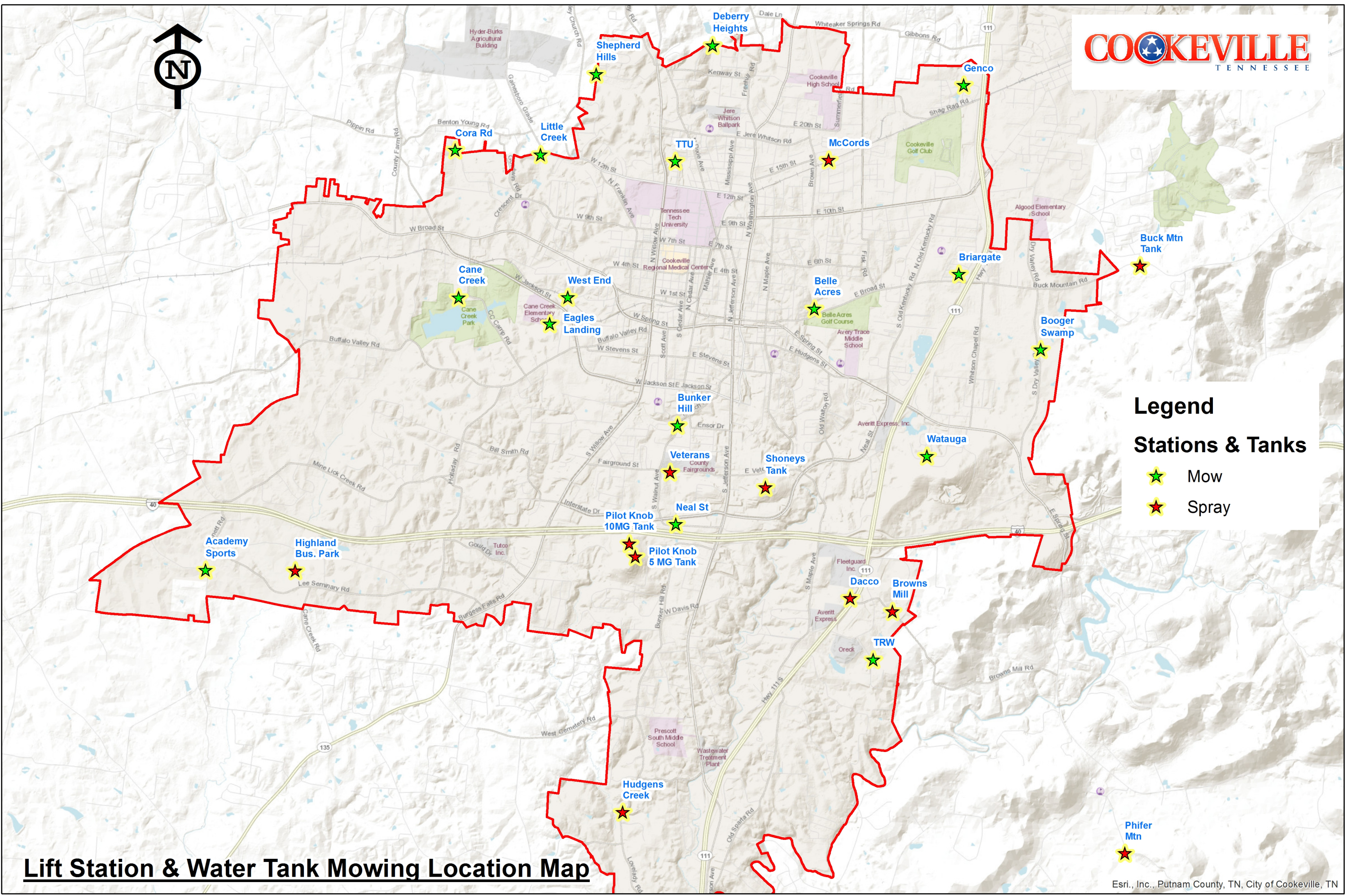


**Legend**

**Stations & Tanks**

- Mow
- Spray

**Lift Station & Water Tank Mowing Location Map**





**BID SHEET**

**Lawn Care Services for Lift Station and Tank Sites  
Mowing and Weed Control**

Date \_\_\_\_\_

\_\_\_\_\_  
Company Name and Address

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Business Account Number

\_\_\_\_\_  
Taxpayer ID Number

Bid Submitted by: Name \_\_\_\_\_

Title \_\_\_\_\_

**Lawn Care Bid Price per Lift Station Visit**      \$ \_\_\_\_\_

**Weed Control Price per Lift Station or  
Tank Site Visit**      \$ \_\_\_\_\_  
**(Total of three visits per Site)**

## **AGREEMENT**

**THIS AGREEMENT** made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (Contractor), party of the first part, and City of Cookeville, Tennessee (Owner) party of the second part:

### **WITNESSETH:**

That the first party, for the consideration hereinafter fully set out, hereby agrees with the second party as follows:

### **1.0 SCOPE OF WORK**

- A. That the first party shall furnish all materials and perform all of the work in manner and form as provided by the following: Lawn care services, which shall include mowing, trimming (weedeating), and picking up and disposing of loose limbs and papers, and general requirements and specifications hereto attached and made part of said contract.
- B. Weed control of lift stations and tank sites without grass.

### **2.0 TIME FOR CONTRACTOR'S PERFORMANCE**

The Contractor shall commence the performance of this Contract on May 9, 2016 and end on October 31, 2016.

### **3.0 PAYMENT**

The second party agrees to pay to the first party for the faithful performance of this agreement in lawful money of the United States.

Total compensation for mowing/trimming the contracted site will not exceed the total shown below without an approved Change Order.

- A. Scope of Work – Once every two weeks:  
PER SITE VISIT: \_\_\_\_\_ - \$ \_\_\_\_\_ (dollars)

TOTAL PER YEARLY CONTRACT: \$ \_\_\_\_\_

- B. Scope of Work - Weed Control (Three (3) visits per site):  
PER SITE VISIT: \_\_\_\_\_ - \$ \_\_\_\_\_ (dollars)

TOTAL PER YEARLY CONTRACT: \$ \_\_\_\_\_

For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.



**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and date first above written in counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

**OWNER:**

**City of Cookeville, Tennessee**

**BY:**

\_\_\_\_\_  
Ronnie Kelly, Director

**Attest**

**Address for giving notice:**

\_\_\_\_\_  
Department of Water Quality Control  
1860 South Jefferson Avenue  
Cookeville, TN 38506

**CONTRACTOR:**

**BY:**

**Attest**

**Address for giving notice:**

**License No.**

## DRUG-FREE WORKPLACE AFFIDAVIT OF PRIME BIDDER

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Comes the affiant after having first been duly sworn and testifies as follows:

1. My name is \_\_\_\_\_. I hold the principal office of \_\_\_\_\_  
for \_\_\_\_\_  
(Bidder)
2. Our company has submitted a bid to the City of Cookeville, Tennessee for the construction of Water and/or Sewer improvements.
3. We employ more than five (5) people.
4. In accordance with T.C.A. 50-9-113, this is to certify that we have in effect, at the time of submission of this bid to perform the construction of the water and/or sewer improvements for the City of Cookeville, a drug-free workplace program.
5. This affidavit is made on personal knowledge.

Further the affiant saith not this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires: \_\_\_\_\_

Signed: \_\_\_\_\_

(Notary Public)

Note: This affidavit to be attached to the Bid Form at the time of submission of the Bid.